

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: January 11, 2005 (B of T) Date: January 20, 2005

TITLE: Acceptance of a Recapture Agreement for Eastgate Road and Stewart Avenue Public Improvements

SUBMITTED BY: Department of Community Development *DL/WTH*

BACKGROUND/POLICY IMPLICATIONS:

Please find attached staff's recommendation regarding a resolution to authorize the signatures of the President and Clerk on a Recapture Agreement for Eastgate Road and Stewart Avenue public improvements. The improvements were required as part of the DuPage Medical Group office building development at 1801 S. Highland Avenue. Staff recommends that the Board of Trustees approve this request.
(DISTRICT #3)

Please place this item on the January 20, 2005 Board of Trustees agenda.

Fiscal Impact/Funding Source:

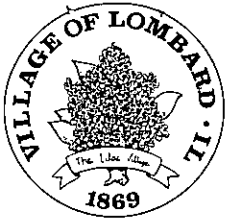
Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X *William T. Lichter* _____ Date *1/12/05*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DAH by DGH*

DATE: January 11, 2005

SUBJECT: Resolution to Accept a Recapture Agreement for Eastgate Road and Stewart Avenue Public Improvements

Attached is a resolution for the Board of Trustees' January 20, 2005 meeting. This resolution will authorize the Village President and Clerk to sign a Recapture Agreement for Eastgate Road and Stewart Avenue public improvements. The improvements were required as part of the DuPage Medical Group's office building development project at 1801 S. Highland Avenue. The Village agreed to allow a recapture agreement in the Development Agreement for the project.

Tom Bayer has approved the Recapture Agreement text and Dave Gorman has approved the cost exhibits. Actual construction costs were used to calculate the recapture amounts and cost documentation including waivers of lien have been provided.

Please call Dave Gorman or myself if you have any questions.

DAH/DG:dg

H:\CD\WORD\USER\BOT\05\05-02\Memo to VM.doc

RESOLUTION

R____ 05

**A RESOLUTION AUTHORIZING SIGNATURES OF
PRESIDENT AND CLERK ON A RECAPTURE AGREEMENT FOR EASTGATE
ROAD AND STEWART AVENUE PUBLIC IMPROVEMENTS**

WHEREAS, the President and Board of Trustees of the Village of Lombard have received a Recapture Agreement, as attached hereto and marked Exhibit "A"; and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize the Recapture Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this ____ day of _____, 2005:

Ayes: _____

Nayes: _____

Absent: _____

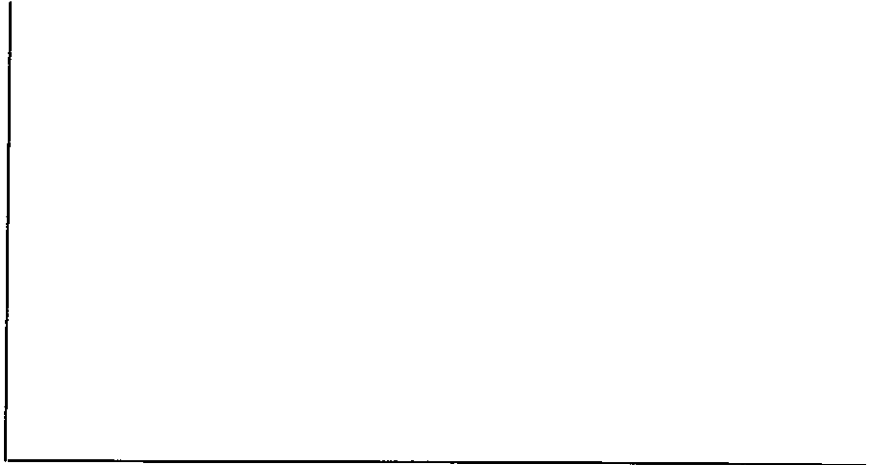
Approved by me this ____, day of _____, 2005.

William J. Mueller
Village President

ATTEST:

Barbara A. Johnson
Deputy Village Clerk

EXHIBIT A



**VILLAGE OF LOMBARD/DMG REAL ESTATE, LLC
RECAPTURE AGREEMENT**

This Instrument Prepared by:
John M. Mulherin
Mulherin, Rehfeldt & Varchetto, P.C.
211 S. Wheaton Ave. #200
Wheaton, IL 60187

After Recording, Mail to:
Village of Lombard
223 E. Wilson Avenue
Lombard, IL 60148

COPY

VILLAGE OF LOMBARD/DMG REAL ESTATE, LLC RECAPTURE AGREEMENT

This Recapture Agreement ("Agreement"), is made and entered as if the 9th day of May, 2003 and is by and between the VILLAGE OF LOMBARD, a municipal corporation, located in DuPage County, Illinois, (the "Village") and DMG Real Estate, LLC, an Illinois Limited Liability Company (the "Developer").

RECITALS:

- A. Developer is the owner of a certain parcel of real estate situated within the corporate limits of the Village situated South of Eastgate Road between Highland Avenue and Stewart Avenue, with approximate dimensions of 607 feet by 298 feet as reflected in the final plat of consolidation of DuPage Medical Group which was recorded with the Recorder of Deeds of DuPage County on June 26, 2002 as Document R2002-165355 (the "Subject Property");
- B. Developer and the Village are parties to an Annexation Agreement dated as of January 17, 2002 (the "Annexation Agreement") and a Development Agreement dated as of January 17, 2002 (the "Development Agreement");
- C. Under the terms of the Annexation Agreement and the Development Agreement, Developer is required to construct certain improvements to the Village property situated in the vicinity of the Subject Property, which include: the installation of a storm sewer line, water supply line and the installation of a fully improved road with curb and gutters, including required testing and inspections, consistent with the Village's construction standards, on Eastgate Road from its intersection with Highland Avenue east to the intersection with Stewart Avenue (the "Eastgate Road Improvements"); the installation of a storm water sewer line, water supply line and the installation of fully improved road with curb and gutters, including testing and inspection, consistent with Village's construction standards, on Stewart Avenue for one block South of Eastgate Road (the "Stewart Avenue Improvements"); and the installation of a storm water sewer line on Stewart Avenue from the connection point at the intersection with Eastgate Road North to the outfall point located North therefrom ("Stewart Avenue Storm Sewer Extension");
- D. In addition to the improvements as specified in Subparagraph C above, Developer is required, as a condition of the installation of the storm sewer line on Eastgate Road and the Stewart Avenue Storm Sewer Extension, to conduct riparian environment mitigation improvements (the "Riparian Mitigation") to a private property water detention pond which is at the intersection of Lalonde Avenue and 16th Place and is tributary to the Stewart Avenue Storm Sewer Extension;
- E. The Eastgate Road Improvements, the Stewart Avenue Improvements, the Stewart Avenue Storm Sewer Extension and the Riparian Mitigation shall be collectively referred to as the "Public Improvements;"

F. Village and Developer have agreed that if certain properties (“Benefitted Properties” or “Benefitted Property”), which are immediately adjacent to the areas of the construction of the Public Improvements, are subsequently annexed to the Village or make a utility connection to the Public Improvements if previously annexed, the Benefitted Properties will, by reason of the installation of the Public Improvements, receive a substantial benefit and, accordingly, should bear a portion of the costs incurred (the “Development Costs”) by Developer in conjunction with the construction of the Public Improvements, and Developer is, accordingly, entitled to recapture a portion, or in certain instances all, of the Development Costs incurred in conjunction with the installation of the Public Improvements;

G. Developer and Village are desirous of entering into this Agreement to provide for the fair and allocable recapture by Developer of the proportionate costs of the recapture items from the Benefitted Properties, subject to the terms and conditions set forth in this Agreement; and,

H. Developer agrees to convey title to all of the Public Improvements to the Village, to the extent required to do so by the Village, by a legally proper bill of sale.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. RECAPTURE ITEMS

1.1 Developer will, at its sole expense, complete the construction of all of the Public Improvements in conformance with the plans and specifications previously submitted to and approved by the Village.

1.2 Village and Developer agree that Developer shall be entitled to the recapture of a portion of the Development Costs incurred in conjunction with the construction of the Public Improvements as follows:

1.2.1 Developer shall be entitled to the recapture, in the proportions as specified below, of the Development Costs incurred in conjunction with the Eastgate Road Improvements and the Stewart Avenue Improvements; and,

1.2.2 Developer shall be entitled to the recapture of one hundred percent (100%) of the Development Costs incurred in conjunction with the installation of the sidewalk on the north side of Eastgate Road, two-thirds (2/3rds) of the Stewart Avenue Storm Sewer Extension and the cost of Riparian Mitigation against the lots on Eastgate Road.

1.3 Those costs which have been incurred by Developer and the costs (“Recoverable Costs”) which are those set forth on the Schedule entitled, “Developer’s Costs for Public Improvements and Recoverable Costs” attached hereto as Exhibit 1.3 and made a part hereof.

1.4 Upon acceptance by the Village of those portions of the Public Improvements installed by Developer, that are required to be conveyed to the Village, Developer shall convey the same to the Village by legally proper Bill of Sale. The conveyance shall be free and clear of all liens or encumbrances relative to the conveyance of Public Improvements. Upon acceptance by the Village of said Public Improvements, the Village shall have complete control thereof, including the termination of all future use in connection thereto, and shall be responsible for the operation, maintenance, repair and replacement of same.

2. BENEFITTED PROPERTIES.

2.1 The Benefitted Properties for each of the specific Public Improvements are those properties which are immediately adjacent to the areas of construction of Public Improvements and are identified by parcel number on the schedule entitled “Benefitted Properties for Eastgate Road and Stewart Avenue Improvements” which is attached hereto as Exhibit 2.1 and made a part hereof.

2.2 The Benefitted Properties for the Eastgate Road Improvements, the Stewart Avenue Storm Sewer Extension and the Riparian Mitigation are those parcels of property identified as Parcels numbered 1 and 2 on Exhibit 2.1.

2.3 The Benefitted Properties for the Stewart Avenue Improvements and the Stewart Avenue Storm Sewer Extension are those parcels of property identified as Parcels 6,8,9 & 10 on Exhibit 2.1

3. RECAPTURE AMOUNT.

3.1 Village and Developer have agreed that, based upon the proportionate areas of each of the Benefitted Properties, that the percentage of the costs for the installation of the Public Improvements shall be as follows:

3.1.1 Developer shall be entitled to recapture fifty (50%) percent of the Development Costs for the Eastgate Road Improvements, exclusive of the sidewalk on the North side of Eastgate Road, as set forth on the Schedule entitled “Phase I - Eastgate Road Improvements” on Exhibit 1.3;

3.1.2 Developer shall be entitled to recapture sixty two and 79/100ths percent (62.79%) of the Development Costs for the Stewart

Avenue Improvements as set forth on schedule entitled "III Cost for Stewart Ave. Parcels 4, 5, 6, 7, 8, 9, 10" as on Exhibit 1.3; and,

3.1.3 Developer shall be entitled to recover one hundred percent (100%) of: (i) the cost of the installation of the sidewalk on the North side of Eastgate Road; (ii) the Development Costs of the Stewart Avenue Storm Sewer Extension; and, (iii) the Development costs of the Riparian Mitigation expenses, as set forth on Exhibit 1.3.

3.2 Expenses to be incurred by Developer and subject to recapture in whole or in part for the Eastgate Road Improvements, a portion of the Stewart Avenue Storm Sewer Extension and Riparian Mitigation, and the amount subject to recapture from each Benefitted Property (the "Parcel Recapture Amounts") are set forth on the Schedule entitled "Recapture Expenses for Eastgate Road Improvements and Riparian Mitigation" which is set forth on Exhibit 3.2 attached hereto and made a part hereof;

3.3 Expenses to be incurred by Developer for the Stewart Avenue Improvements and a portion of the Stewart Avenue Storm Sewer Extension and the Parcel Recapture Amounts are set forth on the Schedule Entitled "Recapture for Stewart Avenue Road Improvements" which is set forth on Exhibit 3.3 attached hereto and made a part hereof.

4. COLLECTION OF PARCEL, RECAPTURE AMOUNT.

4.1 During the Term of this Agreement, at such time as an Owner of a Benefitted Property, or its agent or representative, applies to the Village for and receives: (i) Annexation of a Benefitted Property to the Village; (ii) the issuance of a permit for connection to the Village utilities for water, storm and sanitary service; or, (iii) the approval of a final plat of subdivision for the Benefitted Property, the Village shall collect from the owner of such Benefitted Property, or its agent or representative, the applicable Parcel Recapture Amounts due Developer hereunder by such Benefitted Property.

4.2 No Benefitted Property shall be issued or given by the Village a permit for connection to a Recapture Item until such Benefitted Property has fully paid the applicable Parcel Recapture Amount(s) owed by such Benefitted Property under this Agreement.

5. PAYMENT OF PARCEL RECAPTURE AMOUNT.

5.1 Any Parcel Recapture Amount collected by the Village pursuant to this Agreement shall be paid to Developer, or such other person or entity as Developer may direct by written notice to the Village, within thirty (30) days following collection thereof by the Village. Prior to the payment of the Parcel Recapture Amount to Developer the Village may deduct and retain Forty Dollars (\$40) therefrom for each Benefitted Property contributing thereto as the Village's sole and exclusive fee ("Administration Fee") for entering into and administering this Agreement. The Administration Fee may only be collected once for each Benefitted Property.

5.2 It is understood and agreed that the Village's obligation to reimburse Developer shall be limited to funds actually collected from the owners Benefitted Properties as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the Village to make payments from its general corporate funds or revenue.

6. VILLAGE'S OBLIGATION/LITIGATION EXPENSES.

6.1 The Village and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the applicable Parcel Recapture Amount for each Benefitted Property. Neither the Village or any of its officers, employees or agents shall be liable in any manner for the failure to make such collections, and Developer agrees to indemnify and hold the Village, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, Developer and/or the Village may sue the owner of any Benefitted Property owing any Parcel Recapture Amount hereunder for collection thereof, and in the event Developer initiates a collection lawsuit the Village agrees to cooperate in Developer's collection attempts hereunder by allowing full and free access to the Village's books and records pertaining to the connection to the Recapture Item by the Benefitted Property and the collection of any Parcel Recapture Amount therefore.

6.2 In the event the Village and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, Developer shall defend such litigation, including the interest of the Village and all such agents, officers and employees, and shall further release and hold the Village and its officers, employees and agents harmless from any judgment entered against Developer and/or the Village and shall further indemnify the Village and its officers, employees and agents from any loss resulting therefrom. In the event Developer fails to promptly perform any of its responsibilities contained within this Section 6 or elsewhere within this Agreement, and upon Developer's failure to cure such default in a timely manner pursuant to Paragraph 10.3 hereof, the Village may, at its option, permit all or any of the Benefitted Properties to connect to the Recapture Items without payment of the applicable Parcel Recapture Amount or at such lesser Parcel Recapture Amount as the Village may choose to collect in settlement. Any Parcel Recapture Amount received by the Village, in such case, shall be turned over to Developer less the Village's actual collection costs.

7. VILLAGE'S COLLECTION OF OTHER FEES AND CHARGES.

7.1 Nothing contained in this Agreement shall limit or in any way affect the rights of the Village to collect other fees and charges pursuant to Village ordinances, resolutions, motions and policies. The Parcel Recapture Amount provided for herein for each Benefitted Property is in addition to such other Village fees and charges.

8. TERM.

8.1 This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the mutual agreement of the parties

hereto or by the completion of all duties to be performed hereunder. In the event no connection permit as aforesaid is issued by the Village for a Benefitted Property within twenty (20) years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefitted Property, shall become null and void and of no further force and effect as to such Benefitted Property.

9. LIEN.

9.1 The recordation of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Property, and each subdivided lot hereafter contained therein, in the amount of the applicable Property Recapture Amount applicable hereunder to such Benefitted Property.

10. MISCELLANEOUS PROVISIONS.

10.1. Amendment. This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.

10.2 Binding Effect. Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Developer and any successor municipal corporation of the Village.

10.3. Enforcement. Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding, enforce and compel performance of this Agreement. In the event of a default by a party hereunder, the non-defaulting party shall give written notice of such default to the defaulting party and the defaulting party shall have ten (10) days following receipt of such notice to cure such default.

10.4. Recording. A true and correct copy of this Agreement shall be recorded, at Developer's expense, with the DuPage County Recorder's office. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.

10.5. Notices. Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Village: President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

With copies to: Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

If to the Developer: DMG Real Estate, LLC
799 Roosevelt Road - Building 4, Suite 200
Glen Ellyn, Illinois 60137
Attn: Mr. Darrell J. Stremmer, CEO

10.6. Severability. The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

10.7. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

10.8. Captions and Paragraph Headings. Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

10.9. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this agreement and made a part of the substance hereof.

10.10. Recording. The Village is hereby authorized to record this Agreement with the Recorder of Deeds of DuPage County.

IN WITNESS WHEREOF, the parties have placed their hands and seals as of the date indicated below their respective signatures.

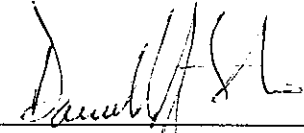
VILLAGE

DEVELOPER

VILLAGE OF LOMBARD

DMG REAL ESTATE, LLC

By: _____
President

By: 
General Manager

Attest: _____
Title: Acting Village Clerk

Date: _____

Date: 9.8.03

COPY

**EXHIBIT 1.3
TO
VILLAGE OF LOMBARD/DMG REAL ESTATE, LLC
RECAPTURE AGREEMENT**

Developer's Costs for Public Improvements and Recoverable Costs

<u>I. Eastgate Improvements for Parcels #1, 2, 3, 4,</u>	<u>Total Cost</u>	<u>Percent Subject to Recapture</u>	<u>Recapture</u>
Excavation	\$ 16,971.29	50%	\$ 8,485.65
Storm Sewer	\$ 51,494.37	50%	\$ 25,747.19
Water Supply	\$ 47,111.55	50%	\$ 23,555.77
Paving	\$ 68,355.30	50%	\$ 34,177.65
Curb and Gutter	\$ 11,000.77	50%	\$ 5,500.38
ROW Sod – South Side	\$ 1,969.82	50%	\$ 984.91
Street Trees	\$ 6,750.00	50%	\$ 3,375.00
Material Testing	\$ 3,243.00	50%	\$ 1,621.50
Streetlights	<u>\$ 37,059.30</u>	50%	<u>\$ 18,529.65</u>
Subtotal	\$243,955.40		\$ 121,977.70

<u>II. Other Eastgate Improvements for Parcels #1, 2,</u>	<u>Total Cost</u>	<u>Percent Subject to Recapture</u>	<u>Recapture</u>
Sidewalk (north side only)	\$ 4,258.03	100%	\$ 4,258.03
2/3 Storm Sewer Extension - Stewart Ave.	\$ 6,806.97	100%	\$ 6,806.97
Seed Sod	\$ 4,356.00	100%	\$ 4,356.00
Riparian Mitigation	<u>\$ 29,227.00</u>	100%	<u>\$ 29,227.00</u>
Subtotal	\$ 44,648.00		\$ 44,648.00
Total	\$288,603.40		\$ 166,625.70

<u>III. Cost for Stewart Ave. Parcels #4, 5, 6, 7, 8, 9, 10</u>	<u>Total Cost</u>	<u>Percent Subject to Recapture</u>	<u>Recapture</u>
Excavation	\$ 10,235.77	62.79%	\$ 6,427.04
Storm Sewer	\$ 21,526.25	62.79%	\$ 13,516.33
Water Supply	\$ 32,280.61	62.79%	\$ 20,268.99
Paving	\$ 50,787.06	62.79%	\$ 31,889.20
Curb & Gutter	\$ 8,990.32	62.79%	\$ 5,645.02
Sidewalk	\$ 11,025.51	62.79%	\$ 6,922.92
Street Trees	\$ 6,750.00	62.79%	\$ 4,238.32
Seed Sod	\$ 4,356.00	62.79%	\$ 2,735.13
Material Testing	\$ 3,243.00	62.79%	\$ 2,036.28
Signage, Stripping, Streetlights	\$ 39,131.61	62.79%	\$ 24,570.74
1/3 Storm Sewer Extension - Stewart Ave.	<u>\$ 3,402.98</u>	62.79%	<u>\$ 2,136.73</u>
Total	\$ 191,729.11		\$ 120,386.70

**EXHIBIT 2.1
TO
VILLAGE OF LOMBARD/DMG REAL ESTATE, LLC
RECAPTURE AGREEMENT**

The following are the Benefitted Properties subject to recapture under the terms of this Agreement. (Parcel Numbers are referenced on the Recapture Map Exhibit attached hereto).

PARCEL 1

THE WEST 262.0 FEET OF LOT 9 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1,332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-303-011

Common Address: 1709 S. Highland Avenue

PARCEL 2

LOT 9 (EXCEPT THE WEST 262 FEET THEREOF) OF YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. ONE (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575 IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-303-012

Common Address: 232 E. Eastgate Road

PARCEL 6

THE EAST 262.27 FEET OF LOT 12 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-304-007

Common Address: 1812 South Stewart, Lombard, Illinois

Exhibit 2.1 cont'd

PARCEL 8

LOTS 15 AND 16 (EXCEPT THE NORTH 233.0 FEET THEREOF AND EXCEPT THE EAST 125.0 FEET OF LOT 16) IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTH WEST 1/4; THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE SOUTH 1332.0 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-306-025

Common Address: 1S 567 Stewart, Lombard, IL

PARCEL 9

THE NORTH 233.0 FEET OF LOTS 15 AND 16, EXCEPT THE EAST 125.0 FEET OF SAID LOT 16 IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTH 1,332.0 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-306-026

Common Address: 1 S 561 Stewart, Lombard, IL

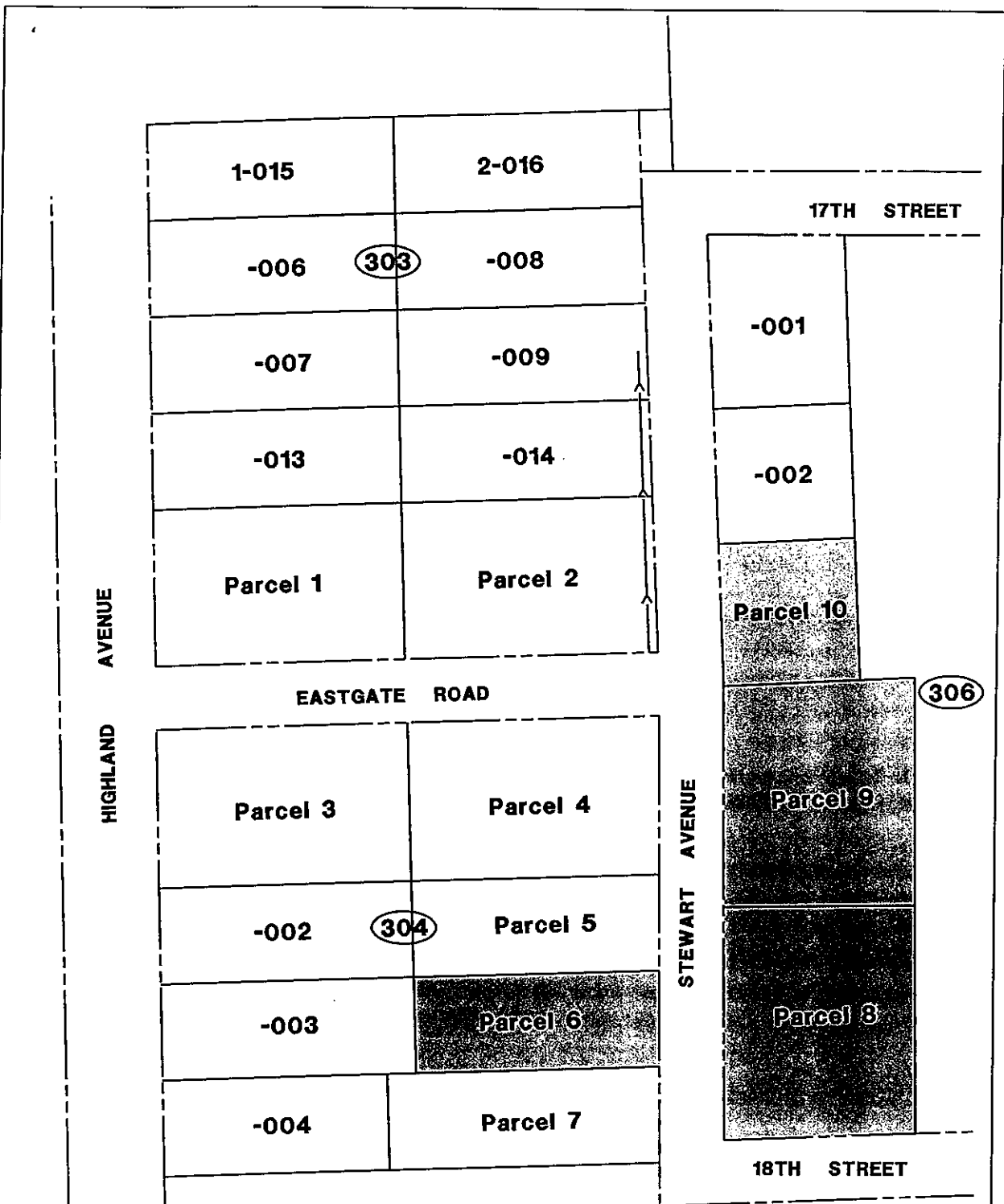
Exhibit 2.1 cont'd.

PARCEL 10




THE WEST 175 FEET OF THE EAST 731.50 FEET OF THE SOUTH 150 FEET OF THE NORTH 998 FEET OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-306-003

Common Address: 1715 S. Stewart, Lombard, IL



LEGEND

- (A)  LOTS BENEFITTED BY EASTGATE ROAD IMPROVEMENTS AND RIPARIAN ENVIRONMENT MITIGATION. 2/3 OF STORM SEWER EXTENSION
- (B)  LOTS BENEFITTED BY STEWART AVENUE IMPROVEMENTS AND 1/3 OF STORM SEWER EXTENSION
- (C)  STORM SEWER EXTENSION



APPROX. 1"=100'



Engineers
Scientists
Surveyors
2325 Jones Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.9202 fax
v3consultants.com

**RECAPTURE MAP EXHIBIT
DUPAGE COUNTY MEDICAL GROUP
MEDICAL OFFICE BUILDING**

**EXHIBIT 3.2
TO
VILLAGE OF LOMBARD/DMG REAL ESTATE, LLC
RECAPTURE AGREEMENT**

Schedule of Recapture Expenses for Eastgate Road Improvements
and Riparian Mitigation

Phase I

<u>I. Eastgate Improvements for Parcels #1, 2, 3, 4,</u>	<u>Total Cost</u>	<u>Percent Subject to Recapture</u>	<u>Recapture</u>
Excavation	\$ 16,971.29	50%	\$ 8,485.65
Storm Sewer	\$ 51,494.37	50%	\$ 25,747.19
Water Supply	\$ 47,111.55	50%	\$ 23,555.77
Paving	\$ 68,355.30	50%	\$ 34,177.65
Curb and Gutter	\$ 11,000.77	50%	\$ 5,500.38
ROW Sod – South Side	\$ 1,969.82	50%	\$ 984.91
Street Trees	\$ 6,750.00	50%	\$ 3,375.00
Material Testing	\$ 3,243.00	50%	\$ 1,621.50
Streetlights	\$ 37,059.30	50%	\$ 18,529.65
Subtotal	\$243,955.40		\$ 121,977.70

<u>II. Other Eastgate Improvements for Parcels #1, 2,</u>	<u>Total Cost</u>	<u>Percent Subject to Recapture</u>	<u>Recapture</u>
Sidewalk (north side only)	\$ 4,258.03	100%	\$ 4,258.03
2/3 Storm Sewer Extension - Stewart Ave.	\$ 6,806.97	100%	\$ 6,806.97
Seed Sod	\$ 4,356.00	100%	\$ 4,356.00
Riparian Mitigation	\$ 29,227.00	100%	\$ 29,227.00
Subtotal	\$ 44,648.00		\$ 44,648.00
Total	\$288,603.40		\$ 166,625.70

<u>III. Recapture by Parcel</u>	<u>PIN</u>	<u>Lot Frontage</u>	<u>Percent Subject to Recapture</u>	<u>Cost for Parcels Recapture For #1, 2, 3, 4,</u>	<u>Parcel #1 & 2</u>	<u>Total Recapture</u>
1	303-011	262.18	25.00%	\$ 60,988.85	\$ 22,324.00	\$ 83,312.85
2	303-012	262.18	25.00%	\$ 60,988.85	\$ 22,324.00	\$ 83,312.85
3 (DuPage Medical Group)	304-001	262.18	25.00%	\$ 60,988.85		
4 (DuPage Medical Group)	304-005	262.18	25.00%	\$ 60,988.85		
		1048.72	100.00%	\$ 243,955.40	\$ 44,648.00	\$ 166,625.70

**EXHIBIT 3.3
TO
VILLAGE OF LOMBARD/DMG REAL ESTATE, LLC
RECAPTURE AGREEMENT**

Schedule of Recapture Expenses

<u>I. Cost for Stewart Ave. Parcels #4, 5, 6, 7, 8, 9, 10</u>	<u>Total Cost</u>	<u>Percent Subject to Recapture</u>	<u>Recapture</u>
Excavation	\$ 10,235.77	62.79%	\$ 6,427.04
Storm Sewer	\$ 21,526.25	62.79%	\$ 13,516.33
Water Supply	\$ 32,280.61	62.79%	\$ 20,268.99
Paving	\$ 50,787.06	62.79%	\$ 31,889.20
Curb & Gutter	\$ 8,990.32	62.79%	\$ 5,645.02
Sidewalk	\$ 11,025.51	62.79%	\$ 6,922.92
Street Trees	\$ 6,750.00	62.79%	\$ 4,238.32
Seed Sod	\$ 4,356.00	62.79%	\$ 2,735.13
Material Testing	\$ 3,243.00	62.79%	\$ 2,036.28
Signage, Stripping, Streetlights	\$ 39,131.61	62.79%	\$ 24,570.74
1/3 Storm Sewer Extension - Stewart Ave.	<u>\$ 3,402.98</u>	62.79%	<u>\$ 2,136.73</u>
Total	\$ 191,729.11		\$ 120,386.70

<u>II. Recapture by Parcel</u>	<u>PIN</u>	<u>Parcel Frontage</u>	<u>Percent Subject to Recapture</u>	<u>Recapture for Parcels #6, 8, 9, 10</u>
4 (DuPage Medical Group)	304-005	165	16.83%	\$
5 (DuPage Medical Group)	304-006	100	10.19%	\$
6	304-007	100	10.19%	\$ 12,267.40
7 (DuPage Medical Group)	304-008	100	10.19%	\$
8	306-025	233	23.75%	\$ 28,591.84
9	306-026	233	23.75%	\$ 28,591.84
10	306-003	<u>50</u>	5.10%	<u>\$ 6,139.72</u>
		981		<u>\$ 75,590.80</u>